

PURCHASING DIVISION  
100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301  
(954) 761-5933  
FAX (954) 761-5576

City of Fort Lauderdale  
INVITATION TO BID  
e-mail: [purchase@ci.ftlaud.fl.us](mailto:purchase@ci.ftlaud.fl.us)

ISSUE DATE: 1/12/01  
PAGE 1 OF 21  
**BIDS MUST BE RECEIVED  
PRIOR TO 2:00 P.M.  
ON: 2/14/01**

TITLE: ITB NO. 512-8440, 5-YEAR CONTRACT FOR RECORDS STORAGE & RETRIEVAL SERVICES

PROCUREMENT SPECIALIST: Linda R. Wilson, C.P.M., CPPB  
CONTACT FOR TECHNICAL QUESTIONS: Susan Holmes, Reprographics Spvr./Records Manager

DEPT: ADM/Central Svs.  
PHONE: (954) 468-1592

**BIDDER MUST COMPLETE THE FOLLOWING**

Vendor Name:	Discount for total award of bid: (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (section 1.05)
City, State, Zip (+4) (see General Conditions Section 1.01)	Yes_____ No_____ Other _____
Was this Invitation mailed to the Correct address?  Mark "X" here _____ and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No.  ( ) -  800 -	Web site address: <a href="http://www">http://www</a>
FAX ( ) -	NO BID: If not submitting a bid, state reason below and return on copy of this form (section 1.07)
e-mail:	
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	_____
Payment Terms: (section 1.03) _____ net _____	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions?  MBE _____ WBE _____ DBE _____
<b>How to Submit Bids/Proposals:</b> It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6 <sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit via Facsimile. Facsimile bids will not be accepted.	
Each bid envelope must be sealed with the following information stated on the <b>OUTSIDE</b> of the envelope:	
<b>BID No. 512-8440 Title: 5-YR. Contract for Records Storage &amp; Retrieval Svs. Opens: 2/14/01, 2:00 PM</b>	
<b>Vendor Certification:</b> I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.	
_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	_____ Date:

The Purchasing Division maintains a 24 hour per day Invitation To Bid hotline listing all current ITB's. Call (954) 761-5727 to keep abreast of our current needs, or check our website [www.ci.ftlaud.fl.us/Purchasing](http://www.ci.ftlaud.fl.us/Purchasing) Bids

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

## **Part II DEFINITIONS/ORDER OF PRECEDENCE**

- 2.01 **BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
BID – a price and terms quote received in response to an ITB.  
PROPOSAL – a proposal received in response to an RFP.  
BIDDER – Person or firm submitting a Bid.  
PROPOSER – Person or firm submitting a Proposal.  
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

## **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**CITY OF FORT LAUDERDALE, FLORIDA**  
**BID NO. 512-8440, CONTRACT FOR RECORDS STORAGE AND RETRIEVAL**

**Part I - Special Conditions:**

**1. PURPOSE:** The City of Fort Lauderdale is actively seeking bids from qualified vendors, hereinafter referred to as the Contractor, to provide storage and retrieval services of its records.

**2. ADDITIONAL INFORMATION:** For additional information concerning the technical specifications contained in this bid contact Sue Holmes, Reprographics Supervisor/Records Manager at (954) 468-1592. For information concerning bidding procedures contact Procurement Specialist, Linda Wilson at 761-5933. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum.

**02.1. Last Date For Receipt of Material Questions:** The last date for receipt of all questions of a material nature is January 23, 2001, 5:00 PM. It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 761-5576. or by E-mail to: [LindaW@ci.ftlaud.fl.us](mailto:LindaW@ci.ftlaud.fl.us). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP. An Addendum, if needed, will be forwarded to all vendors who were forwarded a copy of this ITB from the City's Purchasing Division within 3 days of the last Date For Questions.

**3. CONTRACT TERM:** The initial contract period will be for five (5) years; however, the City reserves the right to extend the contract for up to five (5) one year extension periods providing (a) both parties to the contract agree to the extension; (b) all the terms, conditions, and specifications remain the same; (c) such extension is approved by the City.

**4. CONTRACTOR ELIGIBILITY:** To be eligible for this Bid, the Bidder shall provide the City with credentials supporting their prior experience and expertise for the services requested, and in accordance with the Bid specifications. Bidder shall provide a list of client references to include current clients, past clients, government agencies, as well as the number of years in business.

**5. CONFIDENTIALITY:** The City of Fort Lauderdale is supplying original documents of its public records. All originally supplied documents are strictly confidential and must be carefully safeguarded. Safeguards against theft, loss, and/or damage must be maintained at the highest levels. The Contractor will be held responsible for lost, stolen and/or damaged original documents. No unauthorized reproduction or distribution of any City data is permitted. The City places a \$1,000 value on each box of records, therefore, the successful contractor will be held liable to reimburse the City \$1,000 for any box of records that is lost, stolen, damaged, or destroyed by negligence or in error.

**6. ADDITIONS AND DELETIONS OF SERVICES:** The City reserves the right to add to the services specified in the ITB, or to delete any portion of the resulting Contract, at any time, and if such right is exercised by the City the total fee shall be increased or reduced in



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the same ratio as the estimated cost of the work added or deleted to the estimated cost of the work as originally planned.

If work/service has already been satisfactorily accomplished, as determined by the City, on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

**7. INSURANCE REQUIREMENTS:** The Contractor shall provide insurance coverage as follows:

- Workers Compensation as required by Florida Statutes for benefit of Contractor employees.
- Comprehensive General Liability including Products/Completed Operations and Automobile Liability in the combined single limit of **one (1) million (\$1,000,000.00) Dollars.**

The Contractor shall provide to the Purchasing Division original certificates of such coverage, **and receive approval by the City's Risk Manager** prior to engaging in any activities under this contract.

**8. RECORDS:** The Contractor shall maintain and make available such records and files for the duration of the contract and retain them for a period of two years beyond the last day of the contract term.

**9. PRICE ADJUSTMENTS:** The cost(s) bid shall remain firm for the first two (2) years of the contract period. Costs for the remaining three years, and any extension term(s) after the first full contract term) shall be subject to adjustment only if increases occur in the industry, but unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is greater, the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Department of Labor. The yearly increase, or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the City shall receive, from the Contractor, a reduction of costs, in accordance with the terms and conditions for adjustments detailed above.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City upon giving thirty (30) days written notice to the Contractor can cancel the contract.

**10. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are also requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area.

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If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

**10.1. Certification by Broward County, Florida:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/Contractor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/Contractor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity**. Contractor/Contractor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**11. LOBBYING ACTIVITIES ADDED**

Any Bidder or Proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's office on the 7<sup>th</sup> Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index/htm>

**12. VARIANCES**

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

**13. INVOICES/**

The City will accept a single monthly invoice for contract services. All invoices shall contain details regarding each contract transaction for ease of identification and internal City audit. The City shall endeavor to pay a correct invoice within thirty (30) days of acceptance. The City will make every effort to notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

**14. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the City's Administrative Services Department, the City may require similar work for other City department locations. Contractor agrees to take on such work at a cost based on the same formula used to compute the original contract pricing unless such work would not be considered reasonable or become an undue burden to the Contractor.

**15. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City.

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Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**16. GENERAL CONDITIONS**

Except for Special Conditions, all other conditions of the General Conditions, Form G107, Rev. 11/98, are included by reference as a part of the RFP. (EXHIBIT "A")

**CITY OF FORT LAUDERDALE, FLORIDA**  
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**Part II – Scope of Work/Services**

**1. SCOPE OF WORK:** The City of Fort Lauderdale is seeking a qualified contractor to store the City's current and future records at Contractor's own facility and provide records retrieval services to the City. If an award is made to a new Contractor, it is anticipated that there may be a charge by the current Contractor to assist in the removal of City records from their facility. The current Contractor shall indicate any and all charges, in the bid response, that may be applicable to these services, if records removal is required. This cost shall be indicated on the Bid Summary Pages, paragraph 8. b. It is anticipated that the current Contractor and the new Contractor (if applicable), under the supervision of City's Records Manager, shall coordinate this move.

In addition, if the contractor has Internet capabilities that would enable the City's Records Manager access to their site in order to facilitate records requests and destruction of records online, Contractor shall provide the City's Records Manager with training and access to that site. If there is a charge for this service, Contractor shall indicate that cost in the Bid Summary Page section.

**1.1. Specifications for Records Storage:**

**a.** The Contractor shall be responsible for the initial pick-up and transfer of approximately 10,000 boxes of City records to Contractor's storage facility from the City's current storage Contractor. The Contractor will provide all equipment, materials, labor and transportation that may be necessary to unshelve, if applicable, all existing City records from the City's current Contractor's storage facility, transfer, inventory (or catalog), and reshelve and/or relabel those records at the successful Contractor's storage facility. The current City Contractor is located within ten (10) miles of City Hall.

**b. Security:** Contractor shall be responsible, at its sole expense, for providing any and all security precautions necessary to ensure the safety of the City of Fort Lauderdale records, when transferring the City's records to Contractor's storage facility, while in storage at the Contractor's facility, when redelivering requested records to the City during the retrieval process, and when picking up those retrieved boxes to be returned to storage.

**c. Contractor's storage facility** must meet all of the State of Florida and local building and zoning regulations. It is desired that the Contractor's storage facility be located outside of a designated Hurricane Evacuation area, or to be sufficiently secure to prevent potential flood damage to City records.

**d. Contractor's storage facility** must have proper ventilation, have a security alarm system, and fire extinguishers placed and marked in accordance with Fire Department regulations throughout the facility. Contractor shall also have regular pest control services in the records storage area.

**e. Facility Access:** Contractor shall ensure limited access to City records by Contractor's personnel and protect City records from theft, loss or damage.

**f. Records Retrieval/Storage Services:** Contractor will provide regular pickup service of City records from various City departments for storage. Pickup services may be

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scheduled on a weekly or bi-monthly basis or on an as needed basis.

All pickups will be coordinated through the City's Records Manager. Contractor shall not pickup any records that have not been authorized by the City's Records Manager. The City estimates an annual records load of 1,500 boxes coming into the Contractor's storage system. Pickups currently vary from 10 to 60 boxes. **For bid tabulation purposes, Contractor will pick-up approximately 10 - 65 boxes/ twice per month.**

**g. Inventory Reports:** Contractor will be responsible for maintaining a current inventory of all City records stored at Contractor's facility and will provide the City's Records Manager with a monthly inventory report. Contractor will be required to work with the City's Records Manager in developing an inventory, which will best serve the City's needs. Bidders are required to provide a sample of their inventory reports with their bid.

**h.** Contractor will be responsible for retrieving records for City personnel and delivering those records to specified City Departments. The City's Records Manager or designee will coordinate all City requests for records from the Contractor and the delivery of such records to the requesting departments by the Contractor. Contractor will not accept - any requests for records retrieval from any other person except the City's Records - Manager or designee. Requests requirements may vary with regard to quantity of records and deadlines. **See Paragraph 2, Pricing, for a breakdown.**

**i.** Contractor will provide the City with a monthly activity list of all record requests and transfers and the corresponding contractual charges for each request.

**j.** The Contractor will provide records destruction services at Contractor's facility upon receipt of written permission from the City of Fort Lauderdale's Records Manager. The City's Records Manager will coordinate all records destruction activities with Contractor. No records shall be destroyed without prior written approval as stated above. The City's Records Manager will provide all appropriate documentation for City Departmental approvals and forward all approvals to the Contractor in order to proceed with records destruction.

**k.** Bidder should provide as a part of their bid submittal, a detailed description of the proposed records destruction method that will be for the City's records. The successful Contractor's method of destruction is subject to modification and approval by the City.

**l.** The City will supply the Contractor with a retention schedule to be followed for its records. The Contractor shall be responsible for providing the City with a list of records that are nearing their maximum retention period (not less than one hundred and twenty (120) days in advance), and which may be ready for destruction.

**m.** The City of Fort Lauderdale is currently using a standard 15"x12"x10", 200#, 2-piece bottom, corrugated storage box with insert handles and lid, which it purchases from Pride of Florida. The City may continue to supply its Departments with these boxes. **Bidder is requested to submit as a part of its bid, a price for a box of equal quality. Bidder shall submit a price based on an estimated quantity of 1500 boxes/per year. Bidder will be required to provide a sample box to the City, after bid opening, if the City should request it.**

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The City reserves the right to accept or reject Bidders box, if in the City's determination, it is not in its best interests to accept.

**2. PRICING:** The Contractor will be responsible for all costs incurred in the performance of all Contract services as detailed in the ITB. These **services include**, but are not necessarily limited to: all materials, equipment, labor, pick-up, transportation, re-delivery of City records, and records storage facilities. **The total cost to the City of Fort Lauderdale shall be based on the following considerations: cost/per box of stored records; cost to retrieve records (including unshelve, return, and reshelve, if applicable); cost of delivery services; the cost for weekly or bi-monthly box pick-up services, all inclusive; costs for data entry (inventory).**

Bidders shall submit pricing as detailed below. Bids shall reflect the total cost to the City /per unit and the total extended cost, where applicable. **Bidder shall complete this information on the Bid Summary pages attached to the ITB.**

- a. Initial cost of the transfer, inventorying and reshelving of an estimated 10,000 boxes of records to Contractors storage facility.
- b. Cost for emergency (2 hour) retrieval services, all inclusive (from the time request is received by the Contractor), and the maximum number of boxes included in this price.
- c. Cost for same day (4-6 hour) retrieval service, all inclusive (from the time request is received by Contractor), and the maximum number of boxes included in this price.
- d. Cost for "standard" (24 hour) retrieval service, all inclusive (from the time request is received by Contractor), and how many boxes are included in this price. If your "normal" service is different from the above, please state what your normal turnaround service time is and how many boxes are included in this price.
- e. Cost for retrieval, all inclusive, if records are picked up from and re-delivered to Contractor's storage by a City employee. This cost should be broken down to reflect Contractor charge to pull the box off the shelf and reshelve box.
- f. Cost to store per/box of records: monthly and annually.
- g. Cost for Contractor to assist the City's Records Manager in packing/repacking boxes of records, if necessary, at some other City departmental location. Please quote a price for the above on a /per box basis for: 1) the initial move, or, 2) any time during the length of the contract.
- h. Cost for Contractor to assist the City's Records Manager in inventorying City records. Please quote a price for the above on a /per box basis for: 1) the initial move, or, 2) any time during the length of the contract.
- i. The City estimates that an annual volume of 1500 boxes of new City records will need to be stored. The City is requesting that Bidder's provide the City with two pickup prices: 1) 10-50 boxes per week from several City departments, and

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2) 10-65 boxes per bi-monthly (i.e.: every other Thursday) from several City departments. Please quote per box per pickup.

j. Sometimes, it may be necessary for designated City employees to have frequent access to large volumes of records. To minimize the costs in those cases, the City, may elect to send that employee directly to the Contractors storage facility to perform their research and retrieve any box(s)/file(s) as necessary.

Please quote on this type of service and include any restrictions your company may require. No City employee will be given access to City records at the Contractors facility without prior written permission from the City's Records Manager, or designee. The City's Records Manager, or designee, will coordinate all requests for records including requests by City employees to visit the Contractors facility and will notify the Contractor of such an occurrences.

k. Cost for retrieving records and faxing copies of documents. **Please quote on a per retrieval basis and a per fax basis.** Please state if quantities are limited and what those limits are. The City's Records Manager or designee will coordinate all fax requests. **No fax copies of any City records will be sent to anyone without the express permission of the City's Records Manager, or designee.** The Contractor shall also supply the City's Records Manager with a monthly fax report which includes: date faxed, number of documents faxed, corresponding charges, Department name and fax telephone number of recipient.

l. Cost for Internet access, if applicable, of the City's records from Contractors' facility in order to facilitate the City's Records Managers' access to make requests and prepare the destruction of City records

m. Cost for training City's Records Manager, if applicable, in accessing Contractors' Internet system

n. Cost to destroy City records, all inclusive (per box), upon receipt of written approval. City reserves the right to be present at time of destruction and inspect records that are being destroyed.

**3. TIME FOR PERFORMANCE/PENALTIES FOR CONTRACTOR DELAYS:** Contractor shall have a turn around time for pick up and delivery of City Records as indicated on requested faxes by the City's Records Manager in accordance with bid specifications, i.e.: emergency, same day, or standard (next day) service. The Contractor at his/her sole expense shall correct contractor errors within two (2) working days of notification of such errors by the City. Compliance to these deadlines is essential and any delays on the part of the Contractor will be subject to a penalty of \$100.00/per day, beyond the normal deadlines as outlined in this bid. Any delay caused by "force majeure", or circumstances beyond the Contractor's control will be exempt from this penalty, provided the Contractor provides the City with proof of such a delay.

**4. SAMPLE REQUIREMENT:** The City will require a sample of Bidder's inventory report that will be provided to the City's Records Manager on a monthly basis. This inventory sample shall be provided as a part of the Bidder response.

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It is the City's intent to pay the awarded Contractor for their inventory sample, if a charge is applicable; however, if bidder will charge the City to provide the required sample, this should be so indicated in the space provided for this on the Bid Summary Page that follows the specifications.

If the first three (3) bidders samples should fail to meet the City's requirements, the City will then request samples from the next three (3) responsible bidders, and so on until a satisfactory award can be made. The City will retain the samples as the standard of quality to be provided by the Contractor throughout the Contract period.

**5. PERFORMANCE TRIAL, EVALUATION & AWARD:**

**5.1. Contractor Performance Evaluation and Termination for cause:** The successful Contractor will be evaluated during an initial 30, 60, or 90 day trial Contract performance period, at the City's option. During this time the successful Contractor will be rated on the following factors: quality of service performed, quality of product provided, timeliness of service performed, responsiveness to the City's needs.

If the Contractor successfully completes the trial evaluation, the initial five (5) year contract period shall commence FOLLOWING city Commission award, after the successful trial period. The City's Records Manager will perform the evaluation with input from other using City Departments/Divisions. If the Contractor's performance is determined to be dissatisfactory any time during the trial period, the City reserves the right to terminate the trial, with written notification to the Contractor, and the City shall issue a trial award to the next lowest responsible bidder, under the same Performance Evaluation terms and conditions.

In the event of trial cancellation, the unsuccessful Contractor shall provide the City of Fort Lauderdale and the new Contractor access to its storage facility, and shall also provide, assistance to the City and the newly appointed Contractor in accessing and removing the City's records from it's storage facility. The City's Records Manager will coordinate coordination of the removal of all City records from Contractors facility. Removal of City records from Contractors facility will be made within thirty (30) working days from the re-award of this contract to a new Contractor.

**In the event the City is unable to re-award the Contract to the next qualified low bidder under the original bid process, and a re-bid is required, the Contractor shall store the City's records, at no cost to the City, until a new Contract can be awarded.**

**Termination for Cause:** The City also reserves the right to cancel this contract at any time during the Contract period, if the City determines that the Contractor has breached any part of this contract. If the City decides to cancel this contract, Contractor shall be given a thirty (30) day written notice.

The successful Contractor will receive a purchase order for the current inventory of records as estimated in the bid specifications.



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Since the retention of City records is an ongoing process, the City will need continuing storage of future records. **Any purchase order issued as a result of this contract shall contain an estimate of the City's annual requirements.** Except as noted herewith, all other terms of the General Conditions, Form G-107, Paragraph 3.18 are included by reference.

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**BID SUMMARY PAGES**

**TO: The City of Fort Lauderdale, Florida:**

Bidder agrees to furnish all requested services in accordance with the terms stated subject to all instructions, conditions, specifications, addenda, and legal advertisement as contained in the **ITB**. I have read all attachments including the specifications and fully understand what is required. By submitting this signed ITB, I will accept a contract, if approved by the City, and such acceptance covers all terms, conditions, and specifications of the bid.

**BIDDERS ARE REQUESTED TO PROVIDE THE CITY WITH ONE (1) ORIGINAL AND THREE (3) COPIES OF YOUR BID SUBMITTAL AND ALL ATTACHMENTS.**

1. Bid submitted by:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(printed)

Company: \_\_\_\_\_  
(legal registered name)

**Principal Contact:** \_\_\_\_\_

Telephone No.: \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

E-MAIL: \_\_\_\_\_

2. **ADDENDUM ACKNOWLEDGEMENT:** Proposer acknowledges that the following addenda have been received and are included in his/her bid:

**Addendum No.**

**Date Issued**

3. Are there any services specified in the ITB, which are **NOT** included in your bid?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If YES, please explain in the space below, or provide as an appendix to your bid:

4. **a.** After City approval of a contract, how many days will be required before you are able to begin the services required?

\_\_\_\_/days/ARO

**b.** How many days will it take to perform all services connected with the initial transfer to storage of the estimated 10,000 boxes of current City records from current vendor storage to

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your facility for storage?

\_\_\_\_\_/days ARO

**5. Provide a list of references for whom these same services, and those of similar size, have been performed within the last two years, with particular emphasis on other governmental entities. INCLUDE NAME, ADDRESS, PHONE AND CONTACT PERSON. A MINIMUM OF THREE IS REQUIRED. If additional space is required, please include as an Appendix to your Bid response.**

**6. a.** Indicate the number of years your company has been in business providing these services.

\_\_\_\_\_/years

**b. Provide as an appendix to your bid, a list of principals and key employees and a summary of their experience.**

**7.** Give the location of the facility at which these services will be performed, if different from your company address, as provided on Proposal Page Form, page 1.

**8. PRICING:** Bidder please indicate in the space provided, a firm, fixed unit and total cost, as indicated below, in accordance with the ITB specifications:

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXT.COST</u>
a. Initial transfer cost, per specs.	\$ ____ X 10,000=	\$ _____
b. Cost for emergency retrieval (2hr) and no. of boxes included, per specs.	\$ ____ <u>#/boxes:</u>	
b. Current Contractor, ONLY, cost of providing assistance in records removal, per ITB specs, if applicable:	\$ _____	
c. Cost for same day retrieval (4-6hr.) and no. of boxes included, per specs.	\$ ____ <u>#/boxes:</u>	

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**DESCRIPTION**

**UNIT COST**

d. Cost for "standard" retrieval (24hr.)  
and no. boxes included, per specs.      \$        **#/boxes:**       

Bidder state below any variation, if applicable, from City's "standard" definition "

e. Cost for retrieval service/pick-up and re-delivery by City employee, per specs.  
\$        **/per box**

f. Cost to store records, PER BOX, per specs:  
MONTHLY:      \$        **/mo/bx.**

g. Cost for Contractor to provide packing/repacking services to the City, PER BOX, per specs:

INITIAL MOVE      \$        OTHER: \$       

h. Cost for Contractor to provide assistance with inventorying City records, PER BOX, per specs:

INITIAL MOVE:      \$        OTHER: \$       

i. Cost to pick-up new City records for storage, per specs:

1) WEEKLY, 10-50 BXS-various City locations:      \$        **/per box**

2) BI-WEEKLY, 10-65 BXS-bi-monthly, various  
City locations:      \$        **/per box**

j. Cost for City employee access/research at Contractor's facility, per specs  
\$       

Do you have any restrictions for this type of service? YES        NO         
If YES, please detail as an appendix to your bid.

k. Cost to retrieve/fax records, per specs:

1) per retrieval:      \$         
2) per fax:      \$       

Is there a limitation on the quantities for this service?  
YES:        NO:       

IF YES, what are those limitations?

**CITY OF FORT LAUDERDALE, FLORIDA  
BID NO. 512-8440, CONTRACT FOR RECORDS STORAGE AND RETRIEVAL**

**DESCRIPTION**

**UNIT COST**

**I. Cost to destroy City records, all inclusive/PER BOX, per ITB specs:**

**\$\_\_\_\_\_/PER BOX**

**m. If you can supply storage boxes, in accordance with bid specifications, indicate your price to the City/per box: \$\_\_\_\_\_ea.**

**9. Cost for Internet access, if applicable, of the City's records from Contractors' facility in order to facilitate the City's Records Managers' access to make requests and prepare the destruction of City records.**

**\$\_\_\_\_\_**

**10. Cost for training City's Records Manager, if applicable, in accessing Contractors' Internet system.**

**\$\_\_\_\_\_**

**11. If there will be a charge to the City for an Evaluation Sample Inventory, Bidder shall indicate the Cost below:**

**\$\_\_\_\_\_**

**12. Other fees and charges for optional services: please provide a listing and unit costs for any additional offered services. If additional space is required, this information may be provided as an appendix to your ITB response.**

**BIDDERS PLEASE INSURE THAT YOU HAVE SIGNED ITB PROPOSAL FORM, PAGE NUMBER 1, OF THIS BID. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR BID.**

**COMPLETE AND RETURN THE REQUIRED COPIES OF THE BID SUMMARY PAGES AND PAGE NUMBER 1 OF THIS PROPOSAL PROPERLY COMPLETED AND SIGNED.**